No. 10884 Equity.

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Leo Weinberg, Assignee of John D. Hoffmaster and Nora B. Hoffmaster, his wife, Mort-gagee of Walter C. Ambrose and Pirdie I. Ambrose, his Wife.

On.

PETITION.

No. 10884 E Q U T TY.

In the Circuit Court

for Frederick County.

In

EQUITY.

To the Honorable Judges of said Court; -

THE Petition and Peport of Sales of leo Weinberg, Assignee, as hereinafter shown, respectfully represents;

FIPST; That on the 18th day of April, 1921, Talter C. Ambrose and Birdie I. Ambrose, his wife, executed their Deed of Mortgage, conveying certain real estate, therein described, situated in Brunswick, Frederick County, Maryland, unto John D. Hoffmaster and Mora B. Hoffmaster, his wife, to secure the payment of the promissory note of Fifteen Thousand Dollars (\$15,000), of even date therewith, and payable to the order of the said Fohn D. Hoffmaster and Mora B. Hoffmaster, his wife, one year after date, with interest from date at the rate of six percent (6%) per annum, which said original mortgage, together with the note, are herewith filed as part hereof, marked Exhibits Nos. 1 and 1-A.

Second; That said Mortgage, as appears therein, contains a provision that if the said Walter C. Ambrose and Birdie I. Ambrose, his wife, shall default in the payment of said promissory note, at maturity, or of any interest thereon, when due for the performance of any of the covenants in said Mortgage, then, and in either of said events, the said Mortgagees, John D. Hoffmaster and Nora B. Hoffmaster, his wife, "their personal representatives or assigns", are authorized to exercise the Power of Sale contained in said Mortgage.

THIRD; That the said Walter C. Ambrose and Birdie I. Ambrose, his wife, did default in the payment of the said promissory note, when due and payable, whereupon the said Mortgagees assigned the said Mortgage unto your Petitioner, who, in pursuant of the power and authority, contained in said Mortgage, and by virtue of the assignment, aforesaid, bearing date November 23,1923, your Petitioner, after having given bond, as required by law, advertised, at public sale, the property, described in said Mortgage, on Monday, February 18,1924, at the hour of eleven o'clock A.M. in accordance with the advertisement of said sale, which was published for at least three weeks, prior to the day of said sale, in a newspaper published in Frederick County, Maryland, as appears by the Printer's Certificate of said Advertisement, containing the notice of the time, place, manner and terms of said sale, herewith filed as part hereof, marked Exhibit Number 2.

FOURTH; That your Petitioner attended said sale on Monday, February 18,1924, at eleven o'clock A.M. in front of the Court House Door, and then and there sold the property, described in said Mortgage, unto Theodore H. Alexander, at and for the sum of Fifteen thousand, Nine Eundred Seventy-five Dollars (\$15,975), he being the highest and best bidder therefor, and thereupon your Petitioner caused the said Theodore H. Alexander to execute an Acknowledgement of Purchase, which is herewith filed as part hereof, marked Exhibit Number 3.

AND your Petitioner reports the aggregate amount of said Sale to be \$15.975.

ALL of which is submitted unto your Honorable Court, to the end that said Sale may be ratified and confirmed.

And as in duty, etc.

Leo Weinberg
Assignee.